

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE**

IN RE:
SAMUEL RAY HALL and
MARJORIE JACLYN HALL,

CASE NO. 10-31343
CHAPTER 13

Debtors.

NOTICE OF HEARING

Notice is hereby given:

A hearing will be held on April 14, 2010 at 9:00 a.m. in Courtroom 1-C, First Floor, Howard H. Baker, Jr. United States Courthouse, 800 Market Street, Suite 330, Knoxville Tennessee.

If you do not want the court to grant the relief requested, you or your attorney must attend this hearing. If you do not attend the hearing, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

**MOTION OF MOUNTAIN NATIONAL BANK
TO MODIFY AUTOMATIC STAY**

Mountain National Bank ("Bank"), by and through counsel, moves the Court to modify the automatic stay of 11 U.S.C. § 362 and states the following in support thereof:

1. The Bank is the owner and holder of a note executed by Halls & Allen, LLC dated July 27, 2009, guaranteed by the Debtors. By the terms of said agreement, the Bank was granted a lien against three (3) parcels of real property in Sevier County, Tennessee, one of which is owned by the Debtors. This note resulted from a note modification executed pursuant to a Forbearance Agreement dated July 27, 2009. The note, deed of trust and modification of the deed of trust, which evidence perfection of the lien, are attached hereto as collective **Exhibit A**. The balance owed on said debt, as of the date of filing of the Debtors' petition was \$1,989,321.90 plus interest and attorney fees. A copy of the Forbearance Agreement is attached hereto as **Exhibit B**.

2. The Bank is also the owner and holder of a note and deed of trust dated July 27, 2009. This is a renewal note executed in connection with the Forbearance Agreement referenced in Paragraph 1 above. By the terms of said agreement, the Bank was granted a lien

against real property at 328 Smokey View Drive, Kodak, Tennessee. The note, deed of trust and modification of deed of trust, which evidence perfection of the lien, are attached hereto as collective **Exhibit C**. The balance owed on said debt, as of the date of filing of the Debtors' petition was \$313,192.08, plus interest and attorney fees.

3. The Bank avers that a foreclosure sale was scheduled for March 21, 2010 on the above-referenced deeds of trust, which sale was stayed by the filing of this case.

4. The Bank further avers that cause exists to modify the automatic stay of 11 U.S.C. § 362 in order to permit the Bank to foreclose its deeds of trust in accordance with the terms of said deeds of trust and applicable law because (a) the Debtors do not have sufficient income to service the debts, (b) the Debtors may exceed the debt limitations for Chapter 13 as per their schedules and (c) with respect to their former residence, it is not necessary for the formulation and implementation of a Chapter 13 plan.

5. Movant further requests that any order entered pursuant to this motion specifically provide that the fourteen (14) day stay of Bankruptcy Rule 4001(a)(3) is inapplicable.

WHEREFORE, Mountain National Bank respectfully requests the entry of an order consistent with the foregoing.

/s/Thomas H. Dickenson
THOMAS H. DICKENSON (State Bar No. 006844)
Attorney for Mountain National Bank
HODGES, DOUGHTY & CARSON
P.O. Box 869
Knoxville, TN 37901-0869
(865) 292-2307

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing **Motion to Modify Automatic Stay** and **Order Modifying Automatic Stay** has been served upon the following individuals by placing same in the U.S. Mail, postage prepaid (USM) or electronically (ECF):

Robert R. Rexrode (ECF)
601 Concord Street, S.W.
Suite 106
Knoxville, TN 37919

Gwendolyn M. Kerney (ECF)
P. O. Box 228
Knoxville, TN 37901-0228

Samuel and Marjorie Hall (USM)
P. O. Box 7
Kodak, TN 37764

This the 26th day of March, 2010.

/s/Thomas H. Dickenson
Thomas H. Dickenson